

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(GREENBELT DIVISION)**

IN RE:)	
)	
TRUDAH A. HARDING)	Case No. 25-11103 MCR
)	(Chapter 13)
Debtor.)	

**OBJECTION TO CONFIRMATION OF
DEBTOR'S CHAPTER 13 PLAN**

Comes now, Charity At Its Best ("Creditor"), a secured creditor, by counsel, and hereby objects (the "Objection") to the confirmation of the Chapter 13 Plan filed in this matter on May 27, 2025 [Doc. 59] (the "Plan"), by Debtor Trudah A. Harding ("Debtor"), and in support thereof, states as follows:

1. This Objection is filed pursuant to 11 U.S.C. §§ 1332, 1324, and 1325, and Rule 3015 of the Bankruptcy Rules, as hereinafter shall more fully appear.
2. The Creditor holds two secured claims against the Debtor.
3. Creditor's first claim is based upon that certain Commercial Flat Rate Note with Balloon Payment dated December 8, 2017 (the "First Note") executed by the Debtor in favor of Hard Money Bankers, LLC.
4. Repayment of the First Note is secured by that certain Deed of Trust, Assignment of Rents and Security Agreement dated December 8, 2017, and recorded in Book 55536, at Page 70, among the Land Records of Montgomery County, Maryland (the "First Deed of Trust") against the property located at 13604 Canal Vista Court, Potomac, MD 20854 (the "Property").
5. The First Note was assigned to Movant pursuant to that certain Allonge dated March 31, 2022 ("First Note Allonge"). A true and correct copy of the First Note Allonge is attached hereto as **Exhibit 1**.

6. The First Deed of Trust was assigned to Movant pursuant to that certain Assignment of Deed of Trust dated March 31, 2022 (the “First DOT Assignment”). A true and correct copy of the First DOT Assignment is attached hereto as **Exhibit 2**.

7. Creditor’s first claim is supported by Creditor’s Proof of Claim filed on April 21, 2025. *See* Claim 2 (the “First Claim”).

8. The Creditor’s second claim is based upon that certain Commercial Flat Rate Note with Balloon Payment (the “Second Note”) dated December 8, 2017 executed by the Debtor in favor of Hard Money Bankers, LLC.

9. Repayment of the Second Note is secured by that certain Deed of Trust, Assignment of Rents and Security Agreement dated December 8, 2017, and recorded in Book 55536, at Page 94 among the Land Records of Montgomery County, Maryland (the “Second Deed of Trust”) against the Property.

10. The Second Note was assigned to Movant pursuant to that certain Allonge dated March 31, 2022 (“Second Note Allonge”). A true and correct copy of the Second Note Allonge is attached hereto as **Exhibit 3**.

11. The Second Deed of Trust was assigned to Movant pursuant to that certain Assignment of Deed of Trust dated March 31, 2022 (the “Second DOT Assignment”). A true and correct copy of the Second DOT Assignment is attached hereto as **Exhibit 4**.

12. The Creditor’s second claim is supported by Creditor’s Proof of Claim filed on April 21, 2025. *See* Claim 3 (the “Second Claim,” together with the First Claim, the “Claims”).

13. On May 27, 2025, the Debtor filed the Plan.

14. The Creditor must object to the Plan because the Creditor's Claims are not properly treated, the Plan is underfunded, the proposed payment terms are unreasonable, and the Debtor does not demonstrate an ability to propose a confirmable plan.

15. The Debtor treats Creditor's Claims in § 4.6.2., where she states an intention to pay arrears to Creditor in the total amount of \$796,000.00, yet states a monthly payment amount of \$0.00. *See* Plan at § 4.6.2.

16. As the Debtor owes the Creditor \$1,104,295.42 pre-petition on Creditor's First Claim and \$533,098.01 pre-petition on Creditor's Second Claim, Creditor's Claims have not been properly treated in the Plan. *See* Claims 2-3.

17. Despite owing the Creditor a total of \$1,637,393.43 pre-petition, the Debtor has proposed to pay only \$300.00 for thirty-six months, for a total funding amount of \$10,800.00 (the "Proposed Funding").

18. As the Debtor has proposed to pay less than 1% of the pre-petition arrears on Creditor's Claims into the Plan, the Plan is grossly underfunded.

19. Relatedly, the proposed payment terms are unreasonable.

20. While the Debtor states that she has a net current monthly income of \$953.00, she proposes to pay only \$300.00 into the Plan for a short commitment period of three years. *See* Doc. 23 at 26; *see also* Plan at § 3.1.

21. Regardless, even assuming *arguendo* that the Debtor proposed to pay \$953.00 for sixty months, the maximum amount that the Debtor could contribute to a Plan is \$57,180.00 (the "Maximum Funding").

22. The Maximum Funding is a mere 3.5% of Creditor's Claims.

23. Accordingly, the Debtor does not demonstrate an ability to propose a confirmable plan.

24. Therefore, the Creditor requests that this Court deny the Plan with prejudice.

WHEREFORE, the Creditor respectfully requests that this Honorable United States Bankruptcy Court enter an Order denying confirmation of the Debtor's Plan with prejudice, and grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

SHULMAN ROGERS, P.A.

By: /s/ Rebekah F. Paradis
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Attorneys for Creditor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of June, 2025, the following parties received via electronic case filing this **Objection to Confirmation** and proposed **Order**:

Rebecca A. Herr
Chapter 13 Trustee

ecf@ch13md.com

I further certify that on this 3rd day of June, 2025, I caused to be mailed by first class mail, postage prepaid, copies of this **Motion for Relief** and proposed **Order** to the following:

Trudah A. Harding
13604 Canal Vista Court
Potomac, MD 20854
Debtor

/s/ Rebekah F. Paradis
Rebekah F. Paradis